



# Commercial Service Agreement

5159 Federal Blvd, San Diego, CA - 92105

Cust. Account #:  
Federal Tax ID/SS #:

Sales Rep: Sally Bowen

## CUSTOMER INFORMATION

Company Name: COLLEGE PREPARATORY  
MIDDLE SCHOOL  
Doing Business As:  
Service Address: 5150 JACKSON DR, A  
City/State/Zip: LA MESA, CA - 91941

## AUTHORIZED CUSTOMER CONTACT INFORMATION

Name: Mitchell Miller  
Title: Co-Director  
Business Phone:  
Cell Phone:  
Business Fax:


## BILLING INFORMATION

Billing Name:  
Billing Address: 5150 JACKSON DR  
City/State/Zip: LA MESA, CA - 91941

## ADDITIONAL AUTHORIZED CUSTOMER CONTACTS

Name:  
Name:  
E-Mail: mmiller@mycpms.net

Contract Type	Service / Equipment Description	Qty	Term in Months	MRC	NRC	Waived NRC
New	Cox Business Internet Bundled 15.0/3.0	1	36	250.00	0.00	245.00
New	BVM Traditional Package - Unlimited Local & LD	3	36	123.00	0.00	210.00
Contract Totals:				373.00	0.00	

Customer Initial 

### Important Information for Customer:

**Regarding Data Installations** - Cox does NOT install hardware (including Network interface cards) or software on customer's computers, servers, or LAN hardware. Cox Business Services does not install or support customer premise networks. If network wiring is required, the customer may choose to wire the network themselves or have it completed by a third party vendor. The Cox point of demarcation is the Ethernet connection on Cox provided routing device or cable modem. Should customer require to move the data service after installation, charges may apply.

**Regarding Phone Installations** - Cox Business Services' point of demarcation is the building's minimum point of entry (MPOE). This point is generally the network interface unit or the telephone closet. Activation charges include the technician verifying dial tone at the point of demarcation. Additional verifications inside the business can be requested for an additional fee, per location. Should inside wiring (wiring past the point of demarcation) be required, the customer has three options: 1. Wiring is completed by the customer 2. Wiring is completed by third party contractor 3. Wiring is completed by Cox Business Services installation technician; for an additional fee.

**Termination Charges** - Termination charges equal to the sum of the waived non-recurring charge for the service if waived by the Company at service initiation plus 100% of any monthly charges for the unfulfilled term commitment will be applied if service is terminated prior to the term commitment indicated above.

☐ **For Private Line Type Services** - If this Box contains an "x", Customer represents that at least 10% of the traffic on the Services is Interstate, International and/or delivered via the Internet.

Sales Tracking Code (internal use only) - TrackingCode

### Special Conditions:

10/22/2010

Disconnect 619-303-1587

Please sign and return this letter within 5 business days or service and billing will continue.

Disconnect Date: \_\_\_/\_\_\_/\_\_\_

Print Name Here \_\_\_\_\_

By signing below, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement and any other terms and


conditions applicable to the Services selected above, including without limitation, the Cox tariffs, Service Guides, state and federal regulations, and the Cox Acceptable Use Policy (the "AUP"). Customer agrees that state and federal regulations may apply to Cox Services and that, in the event of any change to such regulations, Cox Services shall be provided consistent with, and Customer's use of Cox Services must be consistent with, such regulations. Customer acknowledges receipt and acceptance of the AUP by signing below. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. Cox may withdraw this proposal at any time prior to Customer's signature.

If, within thirty (30) days after Customer's signature below, Cox determines that Customer's location is not serviceable under Cox's normal installation guidelines, Cox may terminate this Agreement without liability. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Services shall be subject to price increases for the remaining Term. Both parties agree that each party may use electronic signatures to sign this Agreement. If Cox performs any work including construction or incurs any costs to provide Service to Customer and Customer cancels this Agreement prior to Service installation, Customer shall be liable for Cox's reasonable costs in addition to any other termination charges

**Customer**

**CoxCom, Inc. ; Cox California Telcom, LLC**

Authorized Signature:



Print Name:

Mitchell S. Miller

Title:

CIMS Director

Date:

6/2/11

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

If Customer terminates any Service that is part of a bundle offering, the remaining Services shall be subject to price increase for the remaining Service term.



## A. Terms and Conditions of Regulated Services

A1. Tariffs/Service Guide Regulated Services are provided pursuant to the regulations of the FCC and the regulatory body of the state in which the Customer location receiving these Services is located (which regulations are subject to change), and the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. For States where Cox Services are de-tariffed, Regulated Services are provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://ww2.cox.com/business/voice/regulatory.cox>. Cox may amend such tariffs (and if applicable, the SG) and regulated Service shall be subject to such tariffs (or if applicable, the SG), as amended. Customer must disclose to Cox if Customer intends to use the Services with payphone service. The tariffs and the SG contain Service cancellation or termination charges due to cancellation or termination (including partial termination) of Service prior to the term selected on the first page of this Agreement. Termination charges include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

A2. PIN Access The FCC requires business customers to set up and use a Private Identification Number (PIN) when communicating with Cox to obtain certain information about, or to make certain changes to, their telephone account. Use of this PIN may be waived when communicating with an account representative dedicated to Customer's account. Telephone Service is subject to the Cox privacy policy posted at [http://www.cox.com/policy/#Online\\_Privacy\\_Policy](http://www.cox.com/policy/#Online_Privacy_Policy).

A3. Letter of Agency Where applicable, the Letter of Agency executed in connection with this Agreement shall be valid during the Term of this Agreement for all telephone lines purchased hereunder.

## B. Terms and Conditions of Unregulated Services

B1. IP Address/Domain Name Registration Cox allocates IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Cox must be relinquished by Customer upon the expiration or termination of this Agreement. IP addresses are subject to the IP policy in the AUP. Domain name registrations are subject to rules promulgated by the domain name registrar, which may be amended from time to time and are presently posted at Register.com:

<http://www.register.com/retail/policy/servicesagreement.rcmx>

or Verisign:

[http://www.netsol.com/en\\_US/legal/static-service-agreement.jhtml](http://www.netsol.com/en_US/legal/static-service-agreement.jhtml).

Customer is responsible for payment and maintenance of domain name registration.

B2. Web Hosting Servers Cox reserves the right to select the server for Customer's web site for best performance. Customer understands that the Services provided by Cox may be provided on a shared server. This means that one web site cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active Common Gateway Interface (CGI) scripts or chat scripts. If Customer's web site overwhelms the server and causes complaints from other users, Customer has outgrown the realm of shared Services and will be required by Cox to relocate its web site. If Customer refuses to comply with this Section, then Cox has the right to terminate Services. Cox will use reasonable efforts to maintain a full time Internet presence for Customer. Customer hereby acknowledges that the network may, at various time intervals, be down due to, but not restricted to, utility interruption, maintenance, equipment failure, natural disaster, acts of God, or human error. Cox shall not be liable to Customer for such outages or server downtime.

B3. Interconnected VoIP (iVoIP) Services If Customer purchases any iVoIP Services under this Agreement, the terms and conditions located at <http://ww2.cox.com/business/voice/regulatory.cox> (the "iVoIP Website") and the terms and conditions of this Agreement shall apply to such Service(s). For purposes of this Agreement, the iVoIP Services shall include the following Cox Services and features: Cox Business VoiceManager, Hosted IP-PBX Services, SIP Trunking, PRI Personal Mobility, and any other Cox Service or feature that (i) enables real-time, two-way voice communications; (ii) requires a broadband connection and may require IP-compatible Customer equipment; and (iii) permits Customer to receive telephone calls from and initiate calls over the Public Switched Telephone Network. The iVoIP Website contains descriptions and charges, including but not limited to, charges for the network interface fee and Services such as directory assistance, directory listing, operator services and other ancillary services that may be provided with the iVoIP Services. Customer acknowledges that long distance calling Services used with iVoIP Services are subject to the rates, terms and conditions of the applicable Cox tariff or SG as referenced above in Section A1. Prices and rates for the network interface fee and the ancillary services referenced on the iVoIP Website are subject to change from time to time during the term of this Agreement. Additional charges may apply for optional features and Services selected by Customer. The iVoIP Website is incorporated into this Agreement as if fully set forth herein. Cox reserves the right to conduct a site survey at Customer's premises prior to provisioning any of the iVoIP Services and may require Customer to obtain additional equipment, if necessary, for optimal installation and operation of the Service.

B4. Video Service If the first page of this Agreement indicates that

Customer is purchasing video Service, Cox will deliver to Customer its standard channel lineup for this Service, (except as otherwise required by applicable law), which lineup is subject to change from time-to-time by Cox in its sole discretion. In the event that, during the Term, Cox begins to transition certain channels in the standard channel lineup from an analog transmission to a digital transmission, Customer will need to rent from Cox a digital box for each video outlet in order to continue receiving such channels. The rental fee Cox will charge Customer for each digital box shall be no more than the standard rental fee for a similar digital box in this Cox market.

B5. WiFi Service Customer is responsible for providing the necessary equipment for Customer and its end users to access the Cox Wi-Fi Service.

If Customer makes the Cox Wi-Fi Service available to other persons for use, Customer shall implement an end user license agreement acceptable to Cox for acceptance by other end users of the Cox Wi-Fi Service. Because the Cox Wi-Fi Service is wireless Internet access, Cox's transmissions could be intercepted by unauthorized persons. Customer assumes all risks associated with its use of the Cox Wi-Fi Service and releases Cox in the event of any damage that Customer or its end users may suffer due to another person monitoring or intercepting Customer's or its end users' communications. Cox assumes no responsibility and shall not be liable to Customer or to any other party for any damages to Customer or Customer's computer caused by use of the Cox Wi-Fi Service, including without limitation, viruses that may infect Customer's computer or other device through use of the Wi-Fi Service. When Customer uses the Wi-Fi Service, Cox may track and store Customer's IP address and the MAC address of the device accessing the Wi-Fi Service. Cox will provide this information to law enforcement personnel if requested pursuant to lawful subpoena or court order. Although Cox has taken commercially reasonable steps to provide a secure system within limitations existing in network and computer infrastructure, Cox does not warrant or guarantee that communications over the Wi-Fi Service shall be secure from monitoring or tampering, nor that information stored on any computer connected to the Cox Wi-Fi Service shall be secure from monitoring or tampering. CUSTOMER ACKNOWLEDGES THE RISKS ASSOCIATED WITH PUBLIC ACCESS TO THE INTERNET AND HEREBY RELEASES COX FROM ANY LIABILITY FOR UNAUTHORIZED THIRD PARTY SECURITY BREACHES OR THE RESULTS THEREOF.

B6. Viruses, Content, Customer Information Software or content obtained from the use of Service may contain viruses or other harmful features and Customer is solely responsible for protecting its network, equipment, and software through the use of firewalls, anti-virus, and other security devices. Through the use of the Service, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may disclose Customer information to law enforcement or to any Cox affiliate. Cox may delete any Internet traffic or e-mail that contains a virus. If Customer operates a wireless local access network in connection with the Services, Customer is solely responsible for the security of its network. Use of the Service is subject to Cox's privacy policy posted at [http://www.cox.com/policy/#Online\\_Privacy\\_Policy](http://www.cox.com/policy/#Online_Privacy_Policy).

B7. Termination Customer may terminate video, data, VoiceManager, Internet, web hosting, unregulated telephone Services, iVoIP and/or web conferencing Services before the end of the term selected by Customer on the first page of this Agreement; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), or Cox terminates any Service for Customer's breach of this Agreement or the AUP, Customer will be subject to termination liability equal to the nonrecurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Services multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If Cox is delivering Services via wireless network facilities and there is signal interference with such Service, Cox may terminate this Agreement if Cox cannot resolve the interference by using commercially reasonable efforts.

B8. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS ARISING FROM THIS AGREEMENT.

B9. WARRANTIES EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

**B10. Indemnity** Customer shall indemnify and hold Cox and its respective affiliates, subcontractors, employees or agents harmless (including payment of reasonable attorneys fees) from and against any claim, actions or demands relating to or arising out of Customer's use of the Service including without limitation: (i) any content or software displayed, distributed or otherwise disseminated by Customer, its employees, or users of the Services, (ii) any claim that Customer's content or registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any act in violation of any laws committed by Customer, its employees or users using the Services; and/or (iv) violation by Customer, its employees or authorized users of the Cox AUP.

#### C. Terms and Conditions of Regulated and Unregulated Services

**C1. Service Start Date and Term** This Agreement shall be effective upon execution by the parties. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable term commitment set forth on the first page of this Agreement; provided that if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages resulting from delays in meeting service dates due to construction delays or reasons beyond its control. If Customer delays installation for a period of three (3) months or longer after the parties' execution of this Agreement, Cox reserves the right to terminate this Agreement immediately at any time thereafter and Customer shall be responsible for the full amount of construction costs and any other related costs incurred by Cox as of the date of termination. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE THEN EXISTING TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services whose rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Initial Term and any Extended Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Initial Term and any Extended Term. For the avoidance of doubt, promotion rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language.

**C2. Payment** Customer shall pay for all monthly Service charges, plus one-time set-up, installation and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

**C3. Service and Installation** Cox shall provide Customer with the "Services" identified on the first page of this Agreement. Customer is responsible for damage to any facilities or equipment installed or provided by Cox (the "Cox Equipment"). Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cox network or Cox Equipment and (b) complies with the AUP. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. For cable modem Internet Services, bandwidth speeds may vary and Customer may not always receive or obtain optimal bandwidth speeds. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at [www.coxbusiness.com/acceptableusepolicy.pdf](http://www.coxbusiness.com/acceptableusepolicy.pdf). Web hosting customers may view the AUP by clicking on the Control panel. The AUP may be amended from time to time during the Term of this Agreement. Customer's continued use of the Services following an AUP amendment shall constitute acceptance.

**C4. Customer Responsibilities** Customer is responsible for all internal wiring, Customer equipment (e.g. Customer phones, handsets, keystones, etc.), installation of hardware and software on Customer equipment, and arranging all necessary rights of access for Cox including space for cables, conduits, and Cox Equipment as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace, or remove any and all Cox Equipment. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cox Equipment. Customer shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer

engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Cox network.

**C5. Equipment** Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest to the Cox Equipment, and Customer shall not create or permit to be created any liens or encumbrances on Cox Equipment. Internal Wiring shall not be considered Cox Equipment and shall become the property of Customer upon initiation of Service. For non-bulk video, Cox shall install Cox Equipment necessary to furnish the video Services to Customer. For bulk video, Cox shall install Cox Equipment necessary to furnish the video Service up to the Demarcation Point of Customer's premises (the "Premises"). Unless otherwise agreed by the parties in a written amendment to this Agreement, Customer and not Cox shall be responsible for providing a working Internal Distribution System for bulk video Service. Customer shall not modify or relocate Cox Equipment without Cox's prior written consent. Customer shall not permit tampering, altering, or repair of the equipment by any person other than Cox's authorized personnel. Customer shall, at the expiration or termination of this Agreement, return the Cox Equipment in good condition, ordinary wear and tear excepted. In the event the Cox Equipment is not returned to Cox in good condition, Customer shall be responsible for the depreciated value of the Cox Equipment. Cox shall repair any Cox Equipment at no charge to Customer provided that damage is not due to the negligence or intentional acts of Customer. If additional equipment, including but not limited to, televisions, monitors, computers, circuits, software, or other devices, are required by Customer to use the Services, Customer shall be responsible for providing such equipment.

**C6. Resale of Service** The Services covered by this Agreement are for retail use only. Unless authorized in writing by Cox, Customer may not resell any portion of the Service to any other party; provided, however, Customer may, with Cox's prior written consent, resell web hosting for third parties through the Services. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any.

**C7. Default** If Customer fails to comply with any material provision of this Agreement or any other agreement with Cox, including, but not limited to failure to make payment as specified either in this Agreement or any other Agreement with Cox, then Cox, may pursue one or more of the following courses of action upon notice to Customer as required by tariff or applicable law: (i) terminate Service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.

**C8. Assignment** Customer may not assign or transfer any part of this Agreement without the prior written consent of Cox, which shall not be unreasonably withheld. Cox may assign this Agreement without Customer's consent (i) to any corporation or other entity that controls, is controlled by or is under common control with Cox (an "Affiliate"); (ii) to any corporation or other entity resulting from a merger, acquisition, consolidation or reorganization of or with Cox; or (iii) in connection with the sale of all or substantially all of the assets of Cox. Service may be provided by one or more Affiliates.

**C9. Regulatory Authority-Force Majeure** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters, including fire, flood, or winds, civil or military action, including riots, civil insurrections, acts of terrorists, or the taking of property by condemnation.

**C10. Digital Millennium Copyright Act** Cox is registered under the Digital Millennium Copyright Act of 1998. Pursuant to 17 U.S.C. Section 512(c)3, if you believe that a Web page hosted by Cox is violating your rights under U.S. copyright law, you may file a complaint with Cox's designated agent. Please contact DMCA@Cox.com for information necessary to file your complaint with Cox.

**C11. E-Rate Customers** This paragraph applies only to Customers who are educational institutions, libraries or other entities who qualify as applicants seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program. Customer shall apply annually to the Schools and Libraries Division, "SLD" for E-Rate funding and Customer shall designate Cox as its provider of Services. Customer shall also provide Cox with all documentation that is in response to all queries, inquiries and requests as part of the Program Integrity Assurance (PIA) process within three (3) business days of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for Services may occur from the SLD. If Customer is denied SLD funding for any reason, Cox may then elect to decrease the level of Services provided to Customer. If full E-Rate funding is not received within six (6) months of application date, or by the opening of the application window for the following funding

year, then Cox may terminate the Agreement without further liability to either party. Additionally, if full E-Rate funding is not received and Cox elects to terminate the Services during the Term, then Customer may be subject to termination liabilities.

**C12. Demarcation** The demarcation point for 1) Cox's telephone Service, is the punch-down box installed by Cox at Customer's location; and 2) Cox's internet Service, is the Ethernet port of the internet connection provided to Customer by Cox. Unless otherwise agreed by the parties, Customer is responsible for wiring, cabling, equipment and access beyond the applicable demarcation points.

**C13. Telephone Numbers** The terms and conditions associated with telephone numbers associated with Services are set forth in the Cox tariffs or, if applicable, the SG. Cox will be the carrier of record for Customer's assigned telephone numbers, and numbers that are ported to Cox from another carrier. These numbers, while not the property of Customer, are reserved for their sole usage during the time Service is active with Cox, and can be retained for Customer's use if ported to another carrier at the termination or expiration of this Agreement. All number assignments and use shall be subject to the rules and regulations of the North American Numbering Plan Administrator. Any telephone number designated by Cox in advance of the activation of Cox telephone Service is subject to change by Cox. Additional terms and conditions regarding telephone numbers are contained in Cox tariff(s) or, if applicable, the SG. Certain 10 digit dialed IntraLata calls are billed per minute long distance charges.

**C14. State-to-State and International Services** If Customer subscribes to or uses state-to-state and/or International telephone Services from Cox, such Services shall be provided pursuant to the terms and conditions contained in Cox Customer Service Agreement which may be found at [www.cox.com/telephone/customerservicesagreement.asp](http://www.cox.com/telephone/customerservicesagreement.asp) and the terms and conditions at [www.coxbusiness.com/products/voice/basicpricing/index.html](http://www.coxbusiness.com/products/voice/basicpricing/index.html).

**C15. PBX Usage and E911 Services** Customer is responsible for ensuring that Customer Premises Equipment (CPE) such as a Private Branch Exchange (PBX), provisioned on Cox's network is protected from fraudulent or unauthorized access. Customer is responsible for payment of all charges on their monthly billing statement, including any charges resulting from fraudulent or unauthorized access to any CPE. If Customer uses a PBX in connection with the Services, Customer is responsible for programming the PBX to ensure that agencies receiving E911 emergency calls through the PBX will receive appropriate information about the location of the caller. Customer is also responsible for informing Cox that it wishes to pass location information instead of the billing number associated with the account. For Cox Business VoiceManager Service, the web interface and toolbar are add-on features (integrated computer capabilities) designed to assist communications to and from the Cox Business VoiceManager phone line, including the ability to direct calls to wireless and other phones when Customer is away from their Cox Business VoiceManager office phone. Customer acknowledges that the web interface and toolbar, however, cannot be used to access E911 Services. For certain telephone Services, an embedded multimedia terminal adaptor (EMTA), an integrated access device (IAD), or an analog terminal adaptor (ATA) will be provided and installed by Cox at no charge to Customer. ONLY THE EMTA AND ATA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD. IN THE EVENT OF A POWER OUTAGE, YOUR TELEPHONE SERVICE USING AN EMTA OR ATA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. TO ENSURE THAT E911 DISPATCH RECEIVES YOUR CORRECT ADDRESS, THE EMTA, ATA AND/OR IAD INSTALLED IN YOUR BUSINESS SHOULD NOT BE MOVED. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

**C16. Miscellaneous** This Agreement, the tariffs, the SGs (as applicable), and the other documents referenced herein constitute the entire agreement between Cox and Customer for the Services and Cox Equipment. While all of these documents are intended to be read together in a consistent manner, in the event of any conflict between or among the provisions of this Agreement, the tariffs, the SGs, and the documents referenced herein, the documents shall prevail in the following order: (i) the applicable Cox tariff or SG, (ii) the terms and conditions contained on the iVoIP Website, and (iii) the terms and conditions set forth in this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. Except as provided herein, this Agreement may be modified, waived, or amended only by a written instrument signed by the parties.

The rights and obligations of the parties under this Agreement shall be governed by the laws of the state where Services are installed. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered by overnight courier, hand delivery or regular mail to the other party at the address on this Agreement.